

**DEPARTMENT OF FINANCIAL SERVICES  
2223-01 RCP RM  
MEDICAL CASE MANAGEMENT SERVICES**

**Second Round Questions and Answers**

Below are second round questions and answers related to 2223-01 RCP RM, Medical Case Management Services. In the table below, the Department of Financial Services (Department), has answered each of the thirteen (13) written questions submitted by potential respondents.

<b>No.</b>	<b>RCP Section</b>	<b>RCP Page #</b>	<b>Question</b>	<b>Answer</b>
1.	Attachment 2 SOW 4.2 Administrative Set-Up Requirements	5-6	Would the additional requirements of this RCP from the current contract require an implementation plan from the incumbent organization prior to the contract start date?	No, an implementation plan is not due <u>prior</u> to the Contract start date, however it is required as part of Administrative Set-Up.  See the SOW, 5. Deliverables, Performance Standards, and Financial Consequences Table, 1.
2.	Attachment 2 SOW 4.3.2 Call Center Requirements	7	Is it the intention of Division to begin assessing the \$25 per occurrence fine upon each occurrence that the Division determines that a requirement is not met, or after the variance threshold is exceeded?	Yes, it is the intent of the Division to begin assessing the \$25.00 per occurrence financial consequence when the Division determines that a requirement is not met. Variance thresholds are not part of the SOW.
3.	Attachment 2 SOW 4.3.2 a.(i) Call Center	7	Related to the requirement “the ability to communicate with the hearing impaired.” Will the contractor be able to utilize contracted ancillary translation providers to support this requirement?	Yes, the Contractor will be able to utilize contracted ancillary translation providers to support this requirement. This can be discussed further during the negotiation process.

			Will the use of the contracted ancillary translation providers be considered use of a subcontractor?	Yes, use of contracted ancillary translation providers is considered to be the use of a subcontractor.
4.	Attachment 2 SOW 4.3.2 b. Call Center	7	Will the contractor be able to utilize contracted ancillary translation providers to support this requirement? Will the use of the contracted ancillary translation providers be considered use of a subcontractor?	Yes, the Contractor will be able to utilize contracted ancillary translation providers to support this requirement. This can be discussed further during the negotiation process.  Yes, use of contracted ancillary translation providers is considered to be the use of a subcontractor.
5.	Attachment 2 SOW First Report of Injury (FROI) and Division of Workers' Compensation (DWC) Packet 4.3.3 h	8	Can the returned corrected packet be submitted via email? Please see below. Note: Effective, July 1, 2022, the Injured Worker Informational Brochure (DFS-F2-DWC-60 and/or DFS-F2-DWC-61) shall be mailed or e-mailed to the injured worker pursuant to s. 440.185(3), Florida Statutes and 69L-3.0035, Florida Administrative Code, and the Employer Informational Brochure (DFS-F2-DWC-65) and/or DFS-F2-DWC-66) shall be mailed or e-mailed to the employer pursuant to s. 440.185(3), Florida Statutes and 69L-3.0035, Florida Administrative Code	The Division agrees that the rule has been amended so that the brochure can be mailed or e-mailed to the injured worker. The DRM prefers that the brochure is mailed, which will help to validate the injured worker's address.

6.	Attachment 2 SOW 4.3.5 Triage and Initial Care	9-10	Can the contractor provide Florida Registered Nurses with clinical expertise in Workers' Comp related specialties but do not have Florida Workers' Comp experience for Triage Services?	This can be discussed during the negotiation process.
7.	Attachment 2 SOW 4.3.7 t. Coordination of Medical Benefits	13	It is noted the use of External Field Nurse to assist in accomplishing MCM task will be at the Contractor's expense. Will the Contractor be able to choose the external field nurse vendor for these instances?  Will the use of an External Field Nurse be considered the use of a subcontractor?	Yes, the Contractor will be able to choose the external field nurse vendor.  Yes, an external field nurse vendor will be considered a subcontractor if the Contractor has entered into an agreement/contract with the external field nurse vendor to perform any of the MCM services in this Contract.
8.	Attachment 2 SOW Coordination of Medical Benefits 4.3.7 w. v.	14	Can you clarify the Nurse Case Manager's role on documenting the Claimant Impairment Benefits? Along with the current requirement of obtaining a permanent impairment rating from the treating physician and communicating that impairment rating to the claims adjuster, are there further expectations?	The Nurse Case Manager may be required to educate and provide guidance to the provider on permanent impairment rating and provide clarification to the Division's adjusters.
9.	Attachment 2 SOW 4.3.8 Subcontractors	15	Can the Division please further clarify the definition of the term "subcontractor"? The RCP glossary defines subcontractor as "Subcontractor – A third party that has contracted with	An entity that the Contractor has entered into a separate agreement/contract to perform any of the MCM services specified in this Contract where neither the Department nor the Division are parties to that separate agreement/contract.

			<p>the Contractor to perform any of the MCM Services specified in this Contract”. <i>“Subcontracted MCM Services shall result in no additional cost to the Department.” Please define what is considered “subcontracted MCM services.”</i></p> <p>Would this include the contractor utilizing contracted ancillary providers for services such as physical therapy, diagnostics, DME, home care, translation and transportation services to the State of Florida employees. The rates for these services have been negotiated by the contractor at a discounted rate below fee schedule when applicable.</p> <p>Please clarify if the Department will pay invoices related to ancillary services?</p> <p>Is the timeframe related to subcontractor reporting negotiable?</p>	<p>This can be discussed during the negotiation process.</p> <p>Invoices for medical services provided to the claimant and coordinated by the MCM Contractor will be processed and paid by the Division. The costs associated with the coordination of medical services is expected to be absorbed by the Contractor even if this coordination is subcontracted.</p> <p>This can be discussed during the negotiation process.</p>
10.	Attachment 2 SOW 4.3.12 j. Provider Relations	18	When monitoring Provider Outcomes, indemnity payments are not accessible to the Contractor. How will this information be provided?	Monitoring provider outcomes may be tracked utilizing work status and communication with the assigned adjuster.

			Please clarify if this is part of the monitoring that is expected to be documented in the Provider Relations Report?	See SOW, 4.3.12 Provider Relations., d., e., f., and g., for what is required to be included in the Provider Relations Report.
11.	Volume Two: 3.1.2 A 5.e (1) Narrative on Experience and Ability	10	Can the Division of Risk Management please clarify or further elaborate the following request? “Describe how the Respondent maintains the claim eligibility/enrollment status of its clients.”	The MCM is responsible for updating the FROI and making changes to claim status.
12.	Attachment 2 (8.17)- SOW 4.3.7 y and z Coordination of Medical Benefits	11	On average, the State of Florida account generates on average 113,000 medical bills each year, averaging close to 10,000 bills per month. Would the fines being applied of \$100 per instance for non-submission of medical bills to the Division’s PBM and MBR providers within two business days of receipt be applied per bill or per monthly claim file?	The financial consequence is for each occurrence. See the SOW, 5. Deliverables, Performance Standards, and Financial Consequences Table, 8., 8.17 Medical Bill Review.  This can be discussed during the negotiation process.
13.	Attachment 2 SOW 5 Deliverables, Performance Standards, Acceptance Criteria, and Financial Consequences	23	Our calculations show that there is potential exposure of greater than \$1 million per month with an additional potential of greater than \$100,000 per quarter for noncompliance with the performance guarantees identified in the SOW.	

			Will there be a cap placed on the dollar amount of fines that can be incurred per month and per quarter?	Generally, financial consequences are not subject to a cap. The Respondent's concerns may be discussed during the negotiation process phase of this solicitation.
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